

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION L**

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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# **L.1. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<https://www.acquisition.gov/far/>  
<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

| <b>FAR/DEAR Reference</b> | <b>Title</b>   | <b>Fill-In Information; See FAR 52.104(d)</b>   |
|---------------------------|--|---|
| FAR 52.204-7              | System for Award Management (Oct 2018)   |   |
| FAR 52.204-16             | Commercial and Government Entity Code Reporting (Jul 2016)   |   |
| FAR 52.214-34             | Submission of Offers in the English Language (Apr 1991)  |   |
| FAR 52.214-35             | Submission of Offers in U.S. Currency (Apr 1991)   |   |
| FAR 52.215-1              | Instructions to Offerors – Competitive Acquisition (Jan 2017)  |   |
| FAR 52.215-20             | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost of Pricing Data (Oct 2010) – Alt III (Oct 1997) and Alt IV (Oct 2010) | Alt III, (c) As specified in Section L<br>Alt IV, (b) As specified in Section L   |
| FAR 52.215-22             | Limitations on Pass-Through Charges Identification of Subcontract Effort (Oct 2009)  |   |
| FAR 52.222-5              | Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)  |   |
| FAR 52.222-23             | Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)  | (b) Minority Goal: <i>[TBD post-award as construction is initiated]</i> ; Female Goal: <i>[TBD post-award as construction is initiated]</i><br>(e) <i>[TBD post-award as construction is initiated]</i> |
| FAR 52.222-24             | Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)   |   |
| FAR 52.237-1              | Site Visit (Apr 1984)  |   |
| DEAR 952.227-84           | Notice of Right to Request Patent Waiver (Feb 1988)  |   |
| DEAR 952.233-4            | Notice of Protest File Availability (Aug 2009)   |   |
| DEAR 952.233-5            | Agency Protest Review (Sep 1996)   |   |

**L.2. FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.
- (b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**L.3. DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)  
(DEVIATION)**

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist small business concerns, Historically Black Colleges and Universities and Minority Institutions, and other minority institutions of higher learning in enhancing their capabilities to perform contracts and subcontracts for DOE and other Federal agencies. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit “lessons learned” evaluations to DOE at the conclusion of the agreement. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

**L.4. FAR 52.216-1 – TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a cost-plus performance-based award fee management and operating contract resulting from this solicitation.

**L.5. DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015)**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

**L.6. DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION – NONE (OCT 2015)**

Alternate bid/proposals are not solicited, are not desired, and will not be evaluated.

**L.7. DOE-L-2024 NOTICE OF INTENT – USE OF NON-FEDERAL EVALUATORS AND ADVISORS (OCT 2015)**

The Government may utilize non-federal evaluators and/or advisors or other non federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the FAR and DEAR 915.207-70(f)(5) and (6). Under the statutes governing procurement integrity, these non-federal personnel may not disclose any information learned by participating in this acquisition. See the Procurement Integrity Act, 41 U.S.C. §§ 2101-2107.

**L.8. DOE-L-2025 INTENTION TO BID/PROPOSE (OCT 2015)**

In order to facilitate the efficiency of the Government’s solicitation and award process through advance information on the anticipated number of Offerors, potential Offerors are requested to submit the name, address, and telephone number of its firm or organization and any subcontractors to [SRNL@emcbc.doe.gov](mailto:SRNL@emcbc.doe.gov) not later than 20 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team.

**L.9. DOE-L-2015 OFFER ACCEPTANCE PERIOD (OCT 2015)**

The Offeror's proposal shall be valid for 180 calendar days after the required due date for proposals.

**L.10. DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL (OCT 2015) ALTERNATE I AND ALTERNATE II (OCT 2015) (REVISED)**

(a) Definitions.

- (1) Offeror. The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a “Contractor team arrangement” as defined in FAR 9.601(1), for example, a limited liability company (LLC), limited liability partnership (LLP), joint venture (JV), or similar entity or arrangement. The Offeror may be an existing or newly formed business entity. The term “newly formed entity” refers to any business entity (e.g., JV, LLP, LLC, or similar entity or arrangement) formed solely for the purpose of submitting a proposal for this procurement. Such an entity may not have a record of its own past performance due to the fact that it may have been formed recently by affiliated entities for the purpose of submitting a proposal for this procurement. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)

- (b) Availability of the solicitation, amendments, and other documents-electronic media.
  - (1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost-effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at <https://www.fedconnect.net>. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties are responsible to maintain continual surveillance of the website to remain abreast of the latest available information (Offerors and other interested parties are encouraged to utilize the website's "Notifications" feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.
  - (2) The solicitation, amendments, reference documents, and other communications are also available through the Environmental Management Consolidated Business Center (EMCBC) procurement website at [https://www.emcbc.doe.gov/SEB/sr\\_national\\_lab/](https://www.emcbc.doe.gov/SEB/sr_national_lab/). If applicable, sensitive information, such as Official Use Only (OUO) information, will require the Offeror to complete and return a nondisclosure agreement as instructed on the procurement website.
- (c) Submission of proposals.
  - (1) The Offeror must be registered in FedConnect at <https://www.fedconnect.net>. The Offeror must also be registered in the System for Award Management at <https://www.sam.gov>.
  - (2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation and other provisions of Section L. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in

accordance with instructions found on its website. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the CO. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime Offeror via FedConnect.

- (3) Electronic submission of a proposal via FedConnect shall be required; however, the original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding.
- (4) In addition to the electronic submission of the Offeror's proposal via FedConnect, the Offeror shall submit the required number of paper and USB flash drive copies of each proposal volume as indicated below. The content in the paper and electronic copies shall be identical. The only exceptions are:
  - (i) Financial statements and annual reports, which shall be included in the electronic submission, USB flash drive copies, and the signed original only, but are not required to be included in the additional paper copies.

The paper copies shall be delivered and received no later than the proposal due date and time, to the following locations:

**MAIL TO (see table below for number of hard and electronic copies to be sent to the two locations):**

U S. Department of Energy  
Environmental Management Consolidated Business Center  
Attention: Travis Marshall, Contracting Officer  
550 Main Street, Room 7-010  
Cincinnati, OH 45202  
E-mail: [travis.marshall@emcbc.doe.gov](mailto:travis.marshall@emcbc.doe.gov)  
Phone: (513) 246-0103

U S. Department of Energy  
Savannah River Site  
Attention: Charlene Stokes-Geter  
C/O: Marie Garvin, Contract Specialist  
DOE Loading Dock  
Bldg. 730-B  
Aiken, SC 29802  
E-mail: [marie.garvin@srs.gov](mailto:marie.garvin@srs.gov)  
Phone: (803) 952-8238

Shipping materials shall be marked as follows:  
TO BE OPENED BY ADDRESSEE ONLY. RFP No. 89303320REM000063

**Note:** Offerors delivering proposals via hand-carry or Express Mail to the above addresses should arrange for delivery between the hours of 9:00am – 3:00pm Eastern Time and contact the respective Contracting Officer/Contract Specialist in advance to advise of the anticipated delivery date and time.

In addition, Offerors shall provide USB flash drives that are clearly labeled with the Offeror's name, Request for Proposal (RFP) number, volume number, and copy number. The proposals provided via USB flash drive copies are provided for Source Evaluation Board evaluation convenience only. In the event of a conflict, the hard copy material takes precedence over the electronic submission.

The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal. The original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding.

| <b>Proposal Volume – Title</b>                | <b>Number of Hard Copy Proposals Required (EMCBC)</b> | <b>Number of Hard Copy Proposals Required (SRS)</b> | <b>Number of USB Flash Drives Required (EMCBC)</b> |
|---|---|---|--|
| Volume I – Offer and Other Documents          | 1 signed original and 5 copies                        | 4 Copies  | 1  |
| Volume II – Technical and Management Proposal | 1 signed original and 5 copies                        | 4 Copies  | 1  |
| Volume III – Cost and Fee Proposal            | 1 signed original and 5 copies                        | 4 Copies  | 1  |

(d) Solicitation instructions and proposal information.

- (1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal Government, including DOE.
- (2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, *Evaluation Factors for Award*, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government's evaluation of an Offeror's proposal. In addition, a proposal will be eliminated from further consideration before the initial rating if the proposal is deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses which merely repeat or



reformulate the solicitation will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(e) Proposal volumes and page limitations.

(1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:

(i) Volume I, *Offer and Other Documents* - No page limit.

(ii) Volume II, *Technical and Management Proposal* - See page limitations identified in each evaluation factor.

(iii) Volume III, *Cost and Fee Proposal* - No page limit.

(2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth below, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth in each factor below will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

(3) Except as may be provided elsewhere in the solicitation (including paragraph (f)(2) below), Offerors shall not cross reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, *Cost and Fee Proposal*, unless otherwise specified.

(f) Proposal specifications.

(1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.

(2) Cross reference matrix. The Offeror shall provide a cross reference matrix within Volume II and Volume III, which correlates the proposal by page and paragraph number to the SOW, Section L instructions, and Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the Offeror's proposal.

- (3) Page size. Page size shall be  $8\frac{1}{2} \times 11$  inches for text pages, excluding foldouts. When  $8\frac{1}{2} \times 11$  inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed  $11 \times 17$  inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. Tables of contents, lists of figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page. Use of  $11 \times 17$  binders for the Volume III, *Cost and Fee Proposal*, is permitted.
- (4) Print type. Paragraph text shall be 12 point or larger, single spaced, using Times New Roman font. Paragraph headings and section titles may use Arial or Times New Roman font 12 point or larger. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 9 point or larger using Times New Roman or Arial font. Bold and italics are acceptable, and narrow is not acceptable. Print type used in completing forms attached to this RFP as Microsoft® Word®, Access®, or Excel® documents should not be changed from the styles used in the attachments.
- (5) Page margins. Page margins for text pages and  $11 \times 17$  shall be a minimum of one inch at the top, bottom, and each side. Tabloid pages ( $11 \times 17$ 's) may only be used for graphics, spreadsheets, and large tables. Paragraphs of text and section heading are not allowed on  $11 \times 17$ 's. Each  $11 \times 17$  page shall count as one page. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, *Instructions to Offerors-Competitive Acquisition*. The page margins may also include page numbers. This is the only information that can be displayed within the margins. Two columns of text per page on portrait pages and 3 columns of text per page on landscape pages are acceptable.
- (6) Page numbering. All pages shall be sequentially numbered by volume and by individual sections within each volume.
- (7) File format. Files submitted shall be readable and searchable using Microsoft® Word®, Excel®, or Adobe® portable document format (PDF) file (must be in a searchable format, not scanned) except the following specific Volume III files:
- (a) Electronic copies of financial statements and Annual Reports shall be submitted in PDF (portable document format files are required).
  - (b) Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.

- (c) Cost and Fee Proposal tables shall be organized and submitted in native file format.

The files shall not be password protected or contain other security restraints unless access information is provided.

- (8) Binding and labeling of hard copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 × 17. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being copy no. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position.
- (9) Excel printed paper formatting. As part of the Offeror's proposal submission, the Offeror shall provide Section L Excel® Attachments in accordance with the solicitation requirements (paper copies and electronic versions), including the font size requirements. To address the potential width and height of the documents in the printed paper copies, Offerors are allowed to logically break these Excel worksheets into multiple pages in order to meet the solicitation requirements. Also, it is acceptable for Offerors to scale the printed paper copies of the Excel® worksheets to a smaller print size, so long as the documents are legible. Additionally, if the Excel® worksheets span multiple pages, then each page of the worksheets shall include the applicable column and row headers.
- (g) Classified information. The Offeror shall not provide any classified information in response to this solicitation.
- (h) Questions.
  - (1) Questions regarding this solicitation must be submitted to [SRNL@emcbc.doe.gov](mailto:SRNL@emcbc.doe.gov) no later than 7 calendar days after the original solicitation issuance date. If DOE has not acknowledged receipt of submitted questions within three business days, the Offeror may contact the CO to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the procurement website as soon as practicable. DOE will make every effort to have all questions answered at least two weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.
  - (2) This solicitation is considered complete and adequately describes the Government's requirements. If an Offeror believes that there is an error in the solicitation, or an omission, the Offeror shall submit a question to [SRNL@emcbc.doe.gov](mailto:SRNL@emcbc.doe.gov).

- (i) False statements. Proposals must set forth full, accurate, and complete information, as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- (j) Examination of data. By submission of a proposal, the Offeror grants to the CO, or an authorized representative of the CO, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) that will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the CO prior to award.
- (k) Commitment of public funds. The CO is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.
- (l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I - The Schedule; Part II - Contract Clauses; Part III, List of Documents, Exhibits and Other Attachments; and Part IV, Section K - Representations, Certifications, and Other Statements of Offerors. Section K will be incorporated into the contract by reference.
- (m) Allowable Salary for Key Personnel. Award of the Contract, as proposed, does not constitute a determination of allowability of key personnel salaries contained in the successful offer. As provided in Section H, entitled, *Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits*, within 20 days after initial NTP, the Contractor shall submit Form EM 3220.5, *Application for Contractor Compensation Approval*, to the CO for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO. The Form EM 3220.5, *Application for Contractor Compensation Approval*, information shall not exceed the proposed key personnel compensation contained in the successful offer.

Executive incentive programs are allocable and, therefore, may be determined to be allowable, if approved by the CO. Additionally, an executive incentive program will only be considered allowable to the extent the cost of the incentive is allocable as defined in FAR 31.201-4. To support a reasonableness determination for allowability, the Contractor will be required to provide a justification and may be required to provide additional information such as a copy of the annual incentive letter provided to the individual executive for the services to be rendered.

**L.11. DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS – ALTERNATE II, ALTERNATE III, ALTERNATE IV, ALTERNATE V, AND ALTERNATE VI (OCT. 2015) (REVISED)**

- (a) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.
- (b) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Fill-ins are generally marked “[*offeror fill-in*]”; however, Offerors are responsible for ensuring all required fill-ins are completed with proposal submission (even if not overtly identified as “[*offeror fill-in*]”). If any fill-ins are not applicable, the Offeror shall state such. A listing of areas requiring fill-in include, but may not be limited to:

(1) Section B:

- (i) DOE-B-7003 Performance Fee

(2) Section H:

- (i) DOE-H-7020 Responsible Corporate Official (SEP 2017)
- (ii) DOE-H-7035 Activities During Contract Transition (SEP 2017)
- (iii) DOE-H-2052 Representations, Certifications and Other Statements of the Offeror
- (iv) DOE-H-2070 Key Personnel – Alternate I (Oct 2014) Revised
- (v) Organizational Conflict of Interest Affiliate(s)

(3) Section I:

- (i) FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)
- (ii) FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)
- (iii) FAR 52.227-23 Rights to Proposal Data (Technical) (Jun 1987)

- (iv) DEAR 952.227-82 Rights to Proposal Data (Apr 1994)
- (c) Standard Form 33, *Solicitation, Offer and Award* – one signed original of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I.
- (1) The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract, Sections A - J. By signing and submitting the SF 33, the Offeror commits to accept the resulting Contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below subsection (g), *Exceptions and Deviations*.
  - (2) The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.
  - (3) The Offeror shall insert 180 calendar days in block 12 of the SF 33 in accordance with Section L provision DOE-L-2015, Offer Acceptance Period.
- (d) Administrative information. Offerors shall provide the following information:
- (1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1 entitled, *Instructions to Offerors - Competitive Acquisition*).
  - (2) Offeror name. Name, address, telephone and facsimile numbers, e-mail, and Data Universal Numbering System Number (DUNS) of the Offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, *Instructions to Offerors Competitive- Acquisition*).
  - (3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*).
  - (4) Negotiators. Name(s), title(s), telephone number, and email address of persons authorized to negotiate on the Offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*).
  - (5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR subpart 42.3, *Contract Administration Office Functions*, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.

(e) Other entities. Offerors shall provide the following information:

(1) If the Offeror is a joint venture, limited liability company, limited liability partnership, or other similar entity (multi-member, shared ownership) provide:

(i) Name, address, and DUNS of the parent or member company(ies) of the Offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and

(ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the Offeror.

(f) Representations and certifications.

(1) If the Offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, *Annual Representations and Certifications*, and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the Offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the Offeror shall submit those changes in accordance with FAR 52.204-8.

(2) If the Offeror has not completed the annual representations and certifications electronically via the System for Award Management, the Offeror shall complete and provide all of the representations, certifications, and other statements of the Offeror as required in this solicitation's Section K.

(3) The Offeror shall also complete any additional representations, certifications, or other statements required in this solicitation's Section K, *Representations, Certifications, and Other Statements of the Offeror*.

(g) Exceptions and deviations.

(1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. The Offeror shall specifically identify and fully explain any proposed exception to or deviation from the terms and conditions of the solicitation. Any proposed exceptions or deviations must identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall also be identified in the other volumes to which the deviation or exception applies, Volumes II and III. Only exceptions or deviations specifically

identified in this section, if accepted by the Government, will take precedence over the terms and conditions of the solicitation.

- (2) Any exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract will make the offer unacceptable for award without discussions. If an Offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

(h) Facility Clearance verification.

The Offeror shall submit the following for the Offeror and/or JV/LLC member(s) who will perform work under a contract resulting from this solicitation and require access authorizations (see Section L provision entitled, DEAR 952.204-73, Facility Clearance): (1) DOE Facility Clearance code or your Department of Defense (DOD) assigned Commercial and Government Entity (CAGE) code; (2) the date the Offeror's and/or JV/LLC member(s)' completed Standard Form 328 was submitted, and (3) the date of the Contracting Officer's affirmative FOCI determination. If the Offeror and/or JV/LLC member(s) do not possess such a CAGE code or DOE/NRC facility clearance number, the Offeror and/or JV/LLC member(s) shall submit FOCI information in accordance with the Section L provision entitled, DEAR 952.204-73, Facility Clearance. Further information is available at <https://foci.anl.gov/>. All Offerors and/or JV/LLC member(s) that do not possess a CAGE code or DOE/NRC Facility Clearance number, shall complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at <https://foci.anl.gov/>. Use of the DOE FOCI ESS is mandatory for all Offerors and/or JV/LLC member(s) that do not possess a Facility Clearance. Be sure to designate Key Management Personnel (KMP) (specific to FOCI only; this is not the same as Key Personnel as defined in Section H) in e-FOCI that hold the appropriate security clearance level as required by the scope of work and for the facility clearance. At a minimum, KMP must include the positions of the President and Facility Security Officer (FSO). If any member of the Offeror or Tier Parents of the Offeror are under FOCI, the Offeror shall submit a draft FOCI Mitigation Plan for review by the appropriate Cognizant Security Office (CSO). If the CSO has questions regarding any of the FOCI Verification, Facility Clearance Information, and/or the draft FOCI Mitigation Plan, it may reach out to the Offeror during the evaluation process for clarifications. Note: This will not constitute "negotiations" (or "discussions") as defined in paragraph (d) of FAR 15.306, Exchanges with Offerors After Receipt of Proposals or obligate the Government to conduct discussions; nor constitute a "proposal revision" as defined in FAR 15.001.

Offerors and/or JV/LLC member(s) are encouraged to transmit FOCI information before the deadline for proposal submission. Under the DOE FOCI ESS, electronic



signatures cannot be accepted; thus, the signed original SF-328 executed in accordance with the form's instructions, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system. When filling out the New User Registration information in the DOE FOCI ESS, select "Savannah River Site - EMCBC" as the FOCI Office that will review your submission for this solicitation when it is completed. Include the solicitation name and number in the "Reason for Request" field. If the Department identifies missing information, the Offeror shall submit any information requested by the Department (FOCI Manager or CO) as soon as possible.

Additionally, as a part of the Volume I proposal, the Offeror shall also submit a completed SR 383 *DOE-SR FOCI Submission*, which can be found as Attachment L-9.

(i) Performance guarantee agreement.

The Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-7019, *Separate Entity and Corporate Guarantee*. See Section L Attachment entitled, *Performance Guarantee Agreement*, for form and text of the required Performance Guarantee Agreement.

(j) Responsible Corporate Official and Corporate Board of Directors.

The Offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors (or equivalent corporate oversight entity) in accordance with the clause DOE-H-7020 entitled, *Responsible Corporate Official*.

(k) Small business subcontracting plan.

The Offeror shall provide its Master Small Business Subcontracting Plan in accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan, unless, pursuant to FAR 19.702, a small business subcontracting plan is not required. The requirements of a Small Business Subcontracting Plan are found at FAR 19.704. The Master Small Business Subcontracting Plan is not a requirement for evaluation in source selection. For large businesses, subcontracting plans are a matter of responsibility, separate from the source selection evaluation, and will be incorporated into the resultant Contract as Section J Attachment entitled, Master Small Business Subcontracting Plan.

(1) To be considered acceptable, the Offeror's Plan shall address, in adequate detail, each of the elements identified in FAR 52.219-9(d). Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each of the elements identified in FAR 52.219-9(d) in adequate detail may result in a negative responsibility determination.

(2) The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance. In developing its proposed Plan, the Offeror shall establish minimum goals for Government Fiscal Year 2021 for each small business category as follows:

- Small businesses: 52%, including the following distinct subsets within the 52% goal:
- Veteran-owned small business: 3%
- Service-disabled veteran-owned small businesses: 3%
- HUBZone small businesses: 3%
- Small disadvantaged businesses: 5%
- Women-owned small businesses: 5%

(2) Proposed small business goals shall be the percent of total subcontracted work specified in the Offeror's Small Business Subcontracting Plan.

(3) For information purposes, the Small Business Subcontracting Plan goals and achievements of the Incumbent Contractor are available for review on the procurement website's *Documents Library* at [https://www.emcbc.doe.gov/SEB/sr\\_national\\_lab/](https://www.emcbc.doe.gov/SEB/sr_national_lab/).

(l) Community Commitment Plan.

The Offeror shall provide a *Community Commitment Plan* that demonstrates meaningful partnership with the community and support of sustainable economic use of the site. See the Section H clause DOE-H-2045, entitled *Contractor Community Commitment*. The Plan will become part of the resulting Contract as an attachment to Section J.

(m) Organizational Conflicts of Interest (OCI).

The Offeror, including each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601(1), shall provide a fully executed Section K provision entitled, *Organizational Conflicts of Interest Disclosure*, and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate draft OCI mitigation plan with its proposal. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a draft OCI mitigation plan. If the Department requires additional explanation or interpretation regarding the proposed mitigation plan for

evaluation purposes, this would be handled as clarifications or communications with Offerors, in accordance with subsections (a) and (b) of FAR 15.306, *Exchanges with Offerors After Receipt of Proposals*. Note: This proposal requirement is separate and distinct from the Contract requirement stated at *DOE-H-2035, Organizational Conflict of Interest Management Plan*, which applies throughout the full period of performance.

(n) Equal opportunity compliance.

The Offeror shall provide all of the information required to perform a pre-award onsite equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number, and point of contact for the Equal Employment Opportunity Commission. This information shall be provided for the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any known first-tier subcontractors with anticipated subcontracts of \$10 million.

**L.12. DEAR 952.204-73 FACILITY CLEARANCE (AUG 2016)**

**Notices**

Section 2536 of title 10, *United States Code*, prohibits the award of a contract under a national security program to an entity controlled by a foreign Government, if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract, unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and FOCI information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a DoD or a DOE Facility Clearance generally need not resubmit the following foreign ownership information, unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DoD assigned CAGE code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, SF 328.

- (1) The Contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance, the Contractor must submit the SF 328, *Certificate Pertaining to Foreign Interests*, and all required supporting documents to form a complete FOCI Package. The Contractor will submit the FOCI information in the format directed by DOE. When completed,

the Contractor must print and sign one copy of the SF 328 and submit it to the CO.

- (2) Information submitted by the Offeror in response to the SF 328 will be used solely for the purposes of evaluating FOCI and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
- (3) Following submission of a SF 328 and prior to contract award, the Contractor shall immediately submit to the CO written notification of any changes in the extent and nature of FOCI which could affect the Offeror's answers to the questions in SF 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI, which could affect the Offeror's answers to the questions in SF 328. Notice of changes in ownership or control, which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the US Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions.

- (1) Foreign Interest means any of the following:
  - (i) A foreign Government, foreign Government agency, or representative of a foreign Government;
  - (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country, other than the United States, or its possessions and trust territories; and
  - (iii) Any person who is not a citizen or national of the United States.
- (2) FOCI means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.
- (c) "Facility Clearance" means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:

- (1) A favorable FOCI determination based upon the Contractor's response to the 10 questions in SF 328 and any required, supporting data provided by the Contractor;
  - (2) A contract or proposed contract containing the appropriate security clauses;
  - (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
  - (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
  - (5) A survey conducted no more than six months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
  - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
  - (7) Access authorizations for key management personnel who will be determined on a case by case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (c) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the Offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The CO may require the Offeror to submit such additional information as deemed pertinent to this determination.
- (d) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- (e) Except as otherwise authorized in writing by the CO, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in SF 328, *Certificate Pertaining to Foreign Interests*, directly to the prime Contractor or the CO for the prime contract.

**Notice to Offerors - Contents Review (Please Review Before Submitting)**

Prior to submitting the SF 328, required by paragraph (a)(1) of this clause, the Offeror should review the FOCI submission to ensure that:

- (1) The SF 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the Government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

**Note:** A FOCI submission must be attached for each tier parent organization (i.e., ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

**L.13. DOE-L-2003 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL – GENERAL (OCT 2015) (REVISED)**

- (a) The Technical and Management Proposal (Volume II), consists of written information to allow Offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist Offerors in preparing their proposals and are not evaluation factors, however failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M entitled, *Evaluation Factors for Award*.
- (b) Offerors shall address, in the Technical and Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.

- (c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001 entitled, *Proposal Preparation Instructions*, general and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Moreover, the Offeror shall not merely restate the work scope and/or other solicitation requirements in its Technical and Management Proposal.
- (d) No cost or price information shall be included in the Volume II, Technical and Management Proposal.

#### **L.14. PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - LABORATORY VISION**

**Factor 1: Laboratory Vision** (*The Laboratory Vision section shall not exceed 8 pages total.*)

The Offeror shall describe their long-range vision to expand the Laboratory as a preeminent multi-program FFRDC by demonstrating its understanding of SRNL's current competencies and business lines, and presenting any new directions and major challenges whose solutions could accelerate EM's legacy cleanup, support the NNSA's national security programs, and advance other DOE missions. The Offeror shall identify and discuss relevant opportunities to enhance SRNL's core competencies involving nuclear and non-nuclear resources; increase collaborative partnerships with academia, industry, other Federal agencies, and state and local communities; and optimize Laboratory assets to accelerate the achievement of the DOE mission and meet national and international scientific and technology challenges. The Offeror shall describe its commitment to integrating resources that enhance the Laboratory's mission roles found in Section C-2.2. These resources may be committed by parent or affiliated companies, universities, or other institutions. These resources may include, but are not limited to, non-DOE funding sources (e.g., public-private partnerships), real or personal property (e.g., facilities or equipment), intellectual property, and human resources.

#### **L.15. PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - KEY PERSONNEL**

**Factor 2: Key Personnel** (*The Key Personnel Team section, which is exclusive of the Key Personnel résumés, shall not exceed 5 pages. The Key Personnel résumés are limited to four (4) pages for each résumé [note, see the exclusions to the page limitation detailed below].*)

- (a) Key Personnel Requirements:

The Offeror shall propose the required Key Personnel position of Laboratory Director, and the Offeror may propose up to six (6) other “non-required” Key Personnel positions which will be incorporated into the Contract through the clause at DOE-H-2070, *Key Personnel*. Only one individual may be proposed for each Key Personnel position.

It is recognized that the number and functions of Key Personnel will be dependent on the organizational structure of the individual Offeror and the manner in which the Offeror proposes to perform the work. The Offeror shall not provide the names or qualifications of any non-Key Personnel.

Key Personnel are required to perform in their proposed position for a minimum of three years beginning on the date the initial Notice to Proceed is issued to begin transition under the contract, be assigned full-time to the contract, and have their permanent duty station located within the local surrounding area. The required résumé format includes a Key Personnel Position Commitment Statement regarding these requirements, and the résumé shall be signed by the proposed key individual.

(b) Key Personnel Team

The Offeror shall provide a narrative for the proposed Key Personnel that:

- (1) Provides the rationale for the selection of all proposed Key Personnel positions regarding why the positions are essential and form the optimal team to implement the proposed Laboratory vision and successfully manage and operate the Laboratory.
- (2) The Offeror shall identify the organization that will employ each of the Key Personnel during performance of the contract, e.g., Offeror, Offeror affiliates, teaming partners, etc.

(c) Résumé Requirements:

The Offeror shall provide a résumé for all proposed Key Personnel, which are to be signed by the individual being proposed, using the format in the Table shown below. This format must be used.

The page limitation for blocks 1. through 5. of the résumé format is four (4) pages each. Only provide the information specified in block 5.D. of the résumé format for the job(s) held which is relevant to the proposed position (*i.e.*, there is no need to provide the information requested in block 5.D. which is not relevant to the proposed position). There is no page limit for blocks 6. through 11. of the résumé format. Note that blocks 6. through 11. for each résumé should be appended to that résumé, and that this Appendix Data is not within the page limitation for résumés.



| <b>Table for Key Personnel Résumé Format</b>   |   |
|--|---|
| 1.   | Name of Offeror:  |
| 2.   | Name of Key Person:   |
| 3.   | Proposed Key Personnel Position:  |
| 4.   | Education/Specialized Training: Provide degree(s), if any, attained; discipline(s); year(s) degree(s) attained; and institution(s)  |
| 5.   | Chronological Work History: Start with current position and work backwards.   |
| A.   | Name and Address of Firm(s):  |
| B.   | Position(s) Held:   |
| C.   | Dates of Employment:  |
| D.   | General Summary of Responsibilities: Provide a concise description of major duties, responsibilities, and time in position for each job relevant to the proposed position. Include special assignments and major accomplishments, with emphasis on scientific and/or Laboratory R&D work. List leadership positions, type and number of personnel supervised, and size and nature of facility.  |
| E.   | Name, Title, and Phone Number of Supervisor:  |
| <b>Appendix Data to be appended to the Résumé (no page limit for Appendix Data):</b>   |   |
| 6.   | Professional Affiliation(s):  |
| 7.   | Professional Registration(s) and/or Certification(s):   |
| 8.   | Awards/Special Recognition/Publications/Patents/Other: (please list but do not attach copies)   |
| 9.   | References: Name, title, company/organization, address, telephone number, and e-mail address. The proposed Laboratory Director should list five (5) references. All others should list three (3) references. The references provided must have direct knowledge of the qualifications of the proposed key person.   |
| 10.  | A Key Personnel Position Commitment Statement that reads as follows:<br><i>"I, _____ (insert name of individual proposed), hereby certify that the resume submitted as part of the proposal is true and correct, and I will accept the proposed position of _____ (insert name of proposed position) if _____ (insert name of Offeror) receives the award and will perform in the proposed position for a minimum of three years beginning on the date the initial Notice to Proceed is issued. I also hereby certify that I will be assigned full-time to the contract and my permanent duty station will be located within the local surrounding area."</i> |
| 11.  | Signature of Key Person:  |
| By submission of this information, the Key Person and Offeror authorize DOE to contact references, previous employers, and clients provided to verify accuracy. DOE may consider the information received in evaluation of the Offeror's proposed Key Personnel. |   |

(d) Additional Information

Offerors shall list all of the names of the Key Personnel specified herein, in their Volume I submittal for Section H clause DOE-H-2070 *Key Personnel*.

**L.16. PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - MANAGEMENT AND OPERATIONS**

**Factor 3: Management and Operations** *(The Management and Operations section shall not exceed 10 pages total.)*

The Offeror shall provide an organization chart and describe its proposed organizational structure to effectively and efficiently manage the Laboratory including: the rationale for the organization structure; the proposed roles and responsibilities, and lines of authority of all functional areas considered essential; the level of integration of functions of the Laboratory with other site entities; and how the organization structure promotes individual and organization accountability. The Offeror shall describe how its proposed management approach enhances its ability to effectively communicate, cooperate, and partner with DOE.

The Offeror shall describe its approach for providing corporate governance and oversight of the Laboratory, including corporate assurance and the role of any supporting Committees and Boards and their relationship to the organizational structure. The Offeror shall describe the value added by the parent organization(s) in achieving world-class excellence in R&D, excellence in operations and business management.

The Offeror shall describe its overall management approach for safe and secure Laboratory operations of nuclear and non-nuclear resources to meet the mission roles stated in Section C-2.2.

**L.17. DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - PAST PERFORMANCE (OCT 2015) (REVISED)**

**Factor 4: Past Performance** *(The Past Performance section shall be limited to the Attachment L-1, Past Performance Reference Information Forms, which are limited to up to five pages per contract; the Attachment L-5, List of Contracts Terminated for Default, the Attachment L-8, List of DOE Contracts, and Past Performance Consent Statement(s), which have no page limits.)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal, (Attachment L-1, Past Performance Reference Information Form, Attachment L-5, List of Contracts Terminated for Default, Attachment L-8, List of DOE Contracts, and Past Performance Consent Statement(s), identified above) related to the Offeror's past performance:

- (a) Contracts information. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide past performance information on up to three (3) contracts per member, either currently being performed or completed by the Offeror/members. The Offeror shall only provide past performance information for contracts that are currently being performed or have been completed within the last

three (3) years from the original solicitation issuance date. Contracts include, but are not limited to, contracts, task orders, delivery orders, or other legal agreements with federal, state, local, and foreign Governments and/or with commercial customers.

- (b) Offeror past performance. The Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), shall provide information on contracts that are most similar in terms of scope, size, and complexity to the SOW. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the SOW); size – dollar value (approximate average annual value) and contract period of performance; and complexity – performance challenges (prior innovations; operation of a nuclear or similarly hazardous facility; operation of a multi-program Federally Funded Research and Development Center; partnerships with academia, industry, other Federal agencies, and state and local communities; and management of complex contractor human resources management requirements set forth in Section H).
- (c) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no record of past performance for its team members as defined in FAR 9.601(1), the Offeror shall provide past performance information for its member organization(s). The Offeror, whether or not they are a newly formed entity, may provide past performance information for its parent organization(s), member organizations in a joint venture, LLC, or other similar or affiliated companies, provided the Offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member, or affiliate will provide materials, supplies, equipment, personnel, or other tangible assets to contract performance; or how the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror. If a common parent company is used to establish the nexus between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.

The Offeror may also provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, where the Offeror's proposal demonstrates such performance reasonably can be predictive of the Offeror's performance.

- (d) Work to be performed. The past performance information provided for the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall describe its relevancy to the SOW and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the SOW, the work to be performed by each entity, and the past performance of that entity. Each discrete reference contract provided must be attributed to a specific entity, or members of a teaming arrangement as defined in

FAR 9.601(1). All information provided by the Offeror shall be described in sufficient detail to enable the Government to clearly identify the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1)) under the Offeror's proposed approach.

- (e) Performance information. For the reference contract, the Offeror shall identify Occupational Safety and Health Administration (OSHA) safety statistics (e.g., Days Away, Restricted, or Transferred (DART) cases and Total Recordable Cases (TRC)), as well as any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (<https://energy.gov/ea/information-center/enforcement-infocenter>) and any corrective actions taken to resolve those problems. The Offeror shall include this information within the Past Performance Reference Information Form.
- (f) Terminated contracts. The Offeror shall provide a listing in Attachment L-5, *List of Contracts Terminated for Default*, of any contracts of the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), that were terminated for default, including the reasons therefore, within the past three (3) from the original solicitation issuance date. This listing of terminated contracts is not limited to only those contracts contained in the Attachment L-1, Past Performance Reference Information Forms. If there are no terminated contracts for default to report, Attachment L-5, *List of Contracts Terminated for Default*, shall be submitted with a blank table, along with a note indicating that there are no terminated contracts within the time period specified in the solicitation.
- (g) Past Performance Questionnaire. The Offeror shall provide the Past Performance Questionnaire contained in Attachment L-2, Past Performance Cover Letter and Questionnaire, to the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office for completion for those contracts described in paragraph (a) for which no contractor performance data is available in the Contractor Performance Assessment Reporting System (CPARS). The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below no later than two (2) weeks prior to the date for receipt of proposals.
  - (1) DOE address and contact information.

U S. Department of Energy  
Attention: Travis Marshall, Contracting Officer  
550 Main Street, Room 7-010  
Cincinnati, OH 45202

E-mail: [travis.marshall@emcbc.doe.gov](mailto:travis.marshall@emcbc.doe.gov)  
Phone: (513) 246-0103
  - (2) Envelopes shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY  
RFP No. 89303320REM000063

- (3) The Offeror shall be responsible for following up with the client point of contact to ensure that the questionnaire has been completed and returned to the DOE Contracting Officer on time. However, receipt of the questionnaires is not subject to the Section L Provision, “52.215-1, Instructions to Offerors – Competitive Acquisition” related to late proposals. Questionnaires not received by the proposal due date may not be considered if consideration will unduly delay evaluations. The Offeror may contact the Contracting Officer at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.
- (h) List of DOE contracts. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1) shall provide a listing on Attachment L-8, *List of DOE Contracts*, of all DOE prime contracts (including National Nuclear Security Administration) currently being performed and/or for contracts that were completed within the last three (3) years from the original solicitation issuance date. This includes contracts for which the Offeror was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE. This list shall only include DOE prime contracts performed by the proposing entity and any affiliate companies for which an Attachment L-1 form is submitted (including within LLC arrangements), and shall not include any contracts performed by other affiliates not otherwise performing any of the submitted Attachment L-1 reference contracts (if applicable). If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), provided past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall also provide a list of DOE contracts for the predecessor companies.
- (i) Past Performance Consent Statement. As past performance information is proprietary source selection information, by default, the Government can only discuss past performance information directly with the prospective prime contractor or team member that is being reviewed. If there is a problem with a proposed team member’s past performance, the prospective prime contractor can be notified of a problem, but no details will be discussed without the team member’s permission. Therefore, the Government is requesting the following consent statement be completed, as applicable, by all proposed members of a teaming arrangement as defined in FAR 9.601(1), by checking the appropriate “provide consent” or “do not provide consent” box, as well as providing all other requested information.

Dear (Contracting Officer),

We are currently participating as a teaming member with [name of Offeror providing proposal] in responding to the Department of Energy, RFP 89303320REM000063 for the Savannah River National Laboratory Management and Operating procurement.

In order to facilitate the performance confidence assessment process we hereby [ ] provide consent [ ] do not provide consent to allow you to discuss our past and present performance information with the [name of Offeror providing proposal] during the source selection process.

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(Signature and Title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

Email:

Phone:

#### **L.18. PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TRANSITION PLAN**

**Factor 5: Transition Plan** (*The Transition Plan section shall not exceed 10 pages total.*)

The Offeror shall provide a Transition Plan covering a maximum phase-in period of 90 calendar days prior to assuming responsibility for the management and operations of the Laboratory. This plan should describe the Offeror's technical and management approach for the transition activities set forth in Section H Clause entitled "Activities During Contract Transition", as applicable, including its "home office" assistance, staffing of the transition team, equipment and other support requirements, as well as interactions with the Laboratory and DOE, and any other items/activities the Offeror deems necessary. Limited space will be made available at SRNL for transition activities of the Offeror. This plan should address specific steps necessary to assume full responsibility for management and operation of SRNL within 90 calendar days after issuance of the initial Notice to Proceed. It should include milestones for the steps that would be completed during this transition period and beyond. Identify any potential impacts/barriers on the continuity of operations and plans for their elimination or mitigation.

**L.19. PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III – COST AND FEE PROPOSAL**

The Offeror shall prepare its cost and fee proposal in accordance with the following instructions:

- (a) Cost and Fee Information. All cost, fee, and financial information shall be included in Volume III. Given the nature of performance-based management and operating contracts, Offerors will not be required to provide, nor will the Government determine an estimate of overall contract costs.
- (b) As part of the proposal submittal, the Offeror shall provide its cost worksheet supporting its proposed costs in Attachment L-6 *Cost and Fee Proposal Worksheets*. The Offeror shall use the format prescribed in Attachments L-6.
- (c) Cost Assumptions. Cost assumptions are being provided to the Offerors, which are contained in Attachment L-7 of the solicitation entitled “Cost Assumptions.” The Offeror shall consider and use all the assumptions when preparing the cost proposal.
- (d) The Offerors shall provide a separately priced cost proposal, in Volume III, that consists of three (3) parts:
  - (1) Transition. The Transition period is a maximum of 90 days in duration starting on the initial Notice to Proceed date. The Offeror shall assume the transition starts on January 1, 2021. Transition period will be on a cost-reimbursement (no fee) basis, subject to the cost principles of FAR 31, DEAR 931, and DEAR 970.31. The maximum allowable cost for transition which will be reimbursable by the Government will be the amount proposed by the Offeror in Section H Clause entitled “Activities During Contract Transition”. This same dollar figure shall be submitted to the Government in the Volume III proposal and supported by the cost estimate required below.

Provide a cost estimate for all transition activities that addresses the elements enumerated below. The information submitted must follow the format provided in Section L, Attachment L-6a, must address the total cost of the transition period by major transition activity, and must be in sufficient detail to allow for evaluation of the reasonableness and cost realism of all transition activities set forth in Section H Clause entitled “Activities During Contract Transition”. Proposed costs must be broken down by the following major cost elements: direct labor (including number of personnel hours, labor rate and dollars), fringe benefits, overhead, material, equipment, other subcontractor costs, travel, relocation (if incurred for any key personnel identified in the offer and intended to be charged to the contract as an allowable cost) and all other cost elements in excess of \$25K related to the period of transition. Proposed rates for indirect costs, fringe benefits and G&A should be briefly explained.

- (2) Key Personnel Cost. The Offeror shall propose the total compensation, exclusive of bonuses paid from fee, and associated fringe benefits for proposed Key Personnel for the periods of April 1, 2021 through September 30, 2021 and October 1, 2021 through September 30, 2022 utilizing Attachment L-6b. For the purpose of this requirement, the term “compensation” is defined by FAR 31.205-6(p). The proposed cost shall include only costs which will be requested to be reimbursable under the Contract.
- (i) Key Personnel Information. For each proposed Key Personnel position, provide the following cost information: (a) Position Title; (b) Base Salary; (c) Fringe benefit rate and costs; and (d) bonuses and other compensation offered to each named key personnel. Supporting documentation and computations shall be provided, including compensation market survey data to support and justify the proposed salary. This may include, but is not limited to, mean and median salary data by industry, geographic area, company size, and management level comparator.
  - (ii) The Section H Clause entitled “Employee Compensation: Pay and Benefits” states that “The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the contract.” DOE interpretation of ‘maximum allowable salary reimbursement’ includes incentive pay-at-risk agreed to between the employer and employee at the beginning of the performance year.
  - (iii) In addition, the Offeror shall include as an attachment to the cost proposal, a copy of each employee’s signed commitment letter showing the agreed upon salary and benefits package.
- (3) Performance Fee. The Offeror’s proposed total performance fee for the period of April 1, 2021 through December 31, 2030 utilizing Attachment L-6c. Note that the Estimated Fee Base provided by DOE in Attachment L-6c is for cost proposal preparation purposes only, and does not reflect anticipated Laboratory growth in future years. Fee proposed shall not exceed the fee amounts in the Base Contract Period Maximum Fee and Award Term Period Maximum Fee Tables below.

The maximum available performance fee pool for this contract is as specified in the tables below through December 31, 2030. Also refer to Section B.7 entitled “Allowability of Subcontractor Fee”.

The Offeror shall propose a maximum annual earnable performance fee in Section B.3 entitled “DOE-B-7003 Performance Fee” for the first five (5) years. The fee proposed for each year shall not exceed, but may be less than, the maximum fee amounts specified below, dependent upon whether the Offeror is a for-profit or non-profit entity:



Base Contract Period:

| Base Contract Period Maximum Fee Table |                                     |              |
|--|-------------------------------------|--------------|
| Performance Period                     | Maximum Performance Fee (thousands) |              |
|  | For-profit                          | Non-profit   |
| 1/1/21 – 3/31/21 (Transition Period)   | N/A – No Fee                        | N/A – No Fee |
| 4/1/21 – 9/30/21                       | \$2,405                             | \$2,273      |
| 10/1/21 – 9/30/22                      | \$4,810                             | \$4,545      |
| 10/1/22 – 9/30/23                      | \$4,810                             | \$4,545      |
| 10/1/23 – 9/30/24                      | \$4,810                             | \$4,545      |
| 10/1/24 – 9/30/25                      | \$4,810                             | \$4,545      |
| 10/1/25 – 12/31/25                     | \$1,203                             | \$1,136      |

Note: Base fee under this contract is \$0. All fee dollars shall be in performance fee and at risk. The estimated budget for the contract performance period is approximately \$380 Million annually.

Home office expenses and corporate oversight expenses, whether direct or indirect, relating to activities of the Offeror, except as otherwise specifically agreed to in writing by the Contracting Officer are unallowable (see Section H Clause entitled “Advance Understandings Regarding Additional Items of Allowable and Unallowable Costs and Other Matters”). The Offeror shall not submit home office expense or corporate oversight expense information with the proposal. Home office expenses and corporate oversight expenses will not be considered in the determination of probable cost in Section M.5 entitled “Cost Evaluation Factors”.

The Offeror shall also propose an annual earnable performance fee in, Section B.3 entitled “DOE-B-7003 Performance Fee” for the first five (5) years of any additional Award Term which may be awarded by DOE pursuant to Section F.3 entitled “Award Term Incentive”. The fee proposed for each additional Award Term below shall not exceed, but may be less than, the maximum fee amounts specified below, dependent upon whether the Offeror is a for-profit or non-profit entity:

Award Term Period:

| <b>Award Term Period Maximum Fee Table</b> |  |                   |
|--|--|-------------------|
| <b>Performance Period</b>                  | <b>Maximum Performance Fee (thousands)</b> |                   |
|  | <b>For-profit</b>                          | <b>Non-profit</b> |
| 1/1/26 – 9/30/26                           | \$3,607                                    | \$3,409           |
| 10/1/26 – 9/30/27                          | \$4,810                                    | \$4,545           |
| 10/1/27 – 9/30/28                          | \$4,810                                    | \$4,545           |
| 10/1/28 – 9/30/29                          | \$4,810                                    | \$4,545           |
| 10/1/29 – 9/30/30                          | \$4,810                                    | \$4,545           |
| 10/1/30 – 12/31/30                         | \$1,203                                    | \$1,136           |

Note: Base fee under this contract is \$0. All fee dollars shall be in performance fee and at risk. The estimated budget for the contract performance period is approximately \$380 Million annually.

- (e) Audit Information. The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the cognizant ACO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost and Fee Proposal. If the Offeror is a joint venture, this data must be provided for each entity.
- (f) Responsibility Determination and Financial Capability. FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but is not limited to, the following:
- (1) Financial Statements (audited, if available) and notes to the financial statements for the last two fiscal years;
  - (2) The information in subparagraph (i) above for each member of the Offeror team arrangement if a teaming arrangement is used;
  - (3) The last annual report for the parent corporation(s). In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror; and

- (4) Any available lines of credit.

Using the above information and other information, the Government will make a FAR Part 9, Contractor Qualifications responsibility determination of the prospective awardee. The Government may request a financial capability review of each Offeror from the DCAA or another audit entity, as part of the Government's consideration in making the responsibility determination.

- (g) Cost Accounting Standards. If the Offeror and/or Joint Venture Partners are covered by Cost Accounting Standards (CAS); and the entities shall provide the Disclosure Statement and a statement stating the current Disclosure Statement has been or has not been reviewed by the cognizant audit agency and if the Disclosure Statement has been approved. Additionally, the Offeror shall identify the cognizant Government audit agency or any other Government agency that has formally approved the Disclosure Statement. The Offeror shall also identify whether the cognizant Government audit agency has issued any audit reports on the compliance with the CAS requirements and its disclosure statement, as well as, the results of the audit(s).

If any item contained within the solicitation requires the Offeror to modify its current disclosed Practices, the Offeror shall provide the areas in which a change will be required and the suggested document and word changes.

- (h) Government Furnished Property (GFP). The Offeror shall not propose any GFP for use during the performance of this Contract that is in addition to the list of GFP provided in Section J.

**L.20. DEAR 970.5215-5 – LIMITATION ON FEE (DEC 2000)**

- (a) For the purpose of this solicitation, fee amounts shall not exceed the total available fee allowed by the fee policy at 48 CFR 970.1504-1-1, or as specifically stated elsewhere in the solicitation.
- (b) The Government reserves the unilateral right, in the event an Offeror's proposal is selected for award, to limit: fixed fee to not exceed an amount established pursuant to 48 CFR 970.1504-1-5; and total available fee to not exceed an amount established pursuant to 48 CFR 970.1504-1-9; or fixed fee or total available fee to an amount as specifically stated elsewhere in the solicitation.

**L.21. DEAR 970.5209-1 – REQUIREMENT FOR GUARANTEE OF PERFORMANCE (DEC 2000) (DEVIATION)**

The successful Offeror is required by other provisions of this solicitation to organize a dedicated corporate entity to carry out the work under the Contract to be awarded as a result of this solicitation. The successful Offeror will be required, as part of the determination of responsibility of the existing or newly organized, dedicated corporate

entity and as a condition of the award of the contract to that entity, to furnish a guarantee of that entity's performance. That guarantee of performance must be satisfactory in all respects to the Department of Energy.

**L.22. DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)**

All Offers required by this solicitation are due no later than [TBD - insert date and time], at the location(s) specified within this Section L. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

**L.23. DOE-L-2016 NUMBER OF AWARDS (OCT 2015)**

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make no award, if it is considered to be in the Government's best interest to do so.

**L.24. CONTACTS REGARDING FUTURE EMPLOYMENT**

Except where prohibited by law, contacts with the Incumbent Contractor employees regarding future employment are permitted; however, such contacts and interviews must take place outside the normal working hours of such employees and at off-site locations. No on-site contacts of any kind with employees of the current Incumbent Contractor are permitted related to this solicitation until contract award. Offerors are reminded, however, that they are prohibited from contacting anyone about procurement sensitive information relating to this solicitation. (Refer to FAR 2.101 and 3.104.)

**L.25. DOE-L-2020 SMALL BUSINESS SET-ASIDE INFORMATION (UNRESTRICTED)**

This acquisition is unrestricted and contains no small business set-aside provisions.

**L.26. FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Travis Marshall, Contracting Officer  
U.S. Department of Energy

EM Consolidated Business Center  
550 Main Street, Room 7-010  
Cincinnati, OH 45202

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.27. DOE-L-2026 SERVICE OF PROTEST (OCT 2015)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Travis Marshall, Contracting Officer  
U.S. Department of Energy  
EM Consolidated Business Center  
550 Main Street, Room 7-010  
Cincinnati, OH 45202

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this provision:

U.S. Department of Energy  
Assistant General Counsel for Procurement and Financial Assistance (GC-61)  
1000 Independence Avenue, S.W. Washington, DC  
20585  
Fax: (202) 586-4546

**L.28. DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)**

- (a) If a protest of this procurement is filed with the GAO in accordance with 4 CFR part 21, any actual or prospective Offeror may request DOE to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the CO for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of 48 CFR 33.104(a)(3)(ii). The Department will be required to make such documents

available unless they are exempt from disclosure pursuant to the *Freedom of Information Act*. Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)

**L.29. DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)**

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. DOE’s agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the CO prior to filing a protest.

**L.30. FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS (MAY 2014)**

- (a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).
- (b) Requests for determinations of inapplicability. An Offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the CO in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an Offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
  - (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
  - (2) If evaluation results in a tie between an Offeror that requested the substitution of foreign construction material based on unreasonable cost and an Offeror that did not request an exception, the CO will award to the Offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.

- (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the Offeror also may submit an alternate offer based on use of equivalent domestic construction material.
- (2) If an alternate offer is submitted, the Offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the Offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested:
  - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
  - (ii) May be accepted if revised during negotiations.

**L.31. FAR 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (DOE DEVIATION) (FEB 2008)**

- (a) Definitions. "Construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in clause 52.225-11 of this solicitation entitled "Buy American -- Construction Materials Under Trade Agreements (DOE DEVIATION) (FEB 2008)".
- (b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.

- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of clause 52.225-11.
  - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.
- (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
  - (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
  - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--
    - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
    - (ii) May be accepted if revised during negotiations.

**L.32. DEAR 952.211-70 – PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY)  
(APR 2008)**

Contracts or purchase orders awarded as a result of this solicitation shall be assigned a [X ] DO-Rating; [ ] DX-Rating; and certified for national defense use in accordance with the Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700).



### **L.33. AVAILABILITY OF REFERENCED DOCUMENTS AND OTHER USEFUL DOCUMENTS**

Documents available for information and use in preparing offers are indexed at the following web links:

[https://www.emcbc.doe.gov/SEB/sr\\_national\\_lab/](https://www.emcbc.doe.gov/SEB/sr_national_lab/)

<https://srnl.doe.gov/>

<http://science.energy.gov>

<https://www.fedconnect.net/FedConnect/Default.htm>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

<http://www.acquisition.gov/far/>

### **L.34. DISPOSITION OF INTELLECTUAL PROPERTY FOR TECHNOLOGY TRANSFER**

A mission of SRNL is to partner with private industry and transfer technology to the private sector for utilization and commercialization, consistent with the policy, principles, and purposes of the Stevenson-Wydler Technology Transfer Act of 1980, as amended (15 U.S.C. 3710a). The Contractor will have the authority and responsibility for carrying out the technology transfer obligation under the Technology Transfer Mission clause of the Prime Contract (DEAR 970.5227-3). If the Contractor is a nonprofit organization or small business eligible under Public Law 98-620 to receive title to any inventions under the contract and post-award proposes to fund at private expense the maintaining, licensing, and marketing of the inventions, this clause will be modified to include its Alternate I, privately funded technology transfer. In addition, other deviations addressing such privately funded activities may be made to the contract as need to support such activities.

To facilitate technology transfer and commercialization of technology developed at the Laboratory, a small businesses or nonprofit Contractor will have the right to elect to retain title to inventions under Public Law 98-620. Patent and invention rights will be governed by DEAR 970.5227-10.

For the Contractor that does not qualify as a small business or nonprofit organization under Public Law 98-620, it is expected that DOE will issue a class waiver of DOE patent rights. Under the class waiver, the Prime Contractor will be able to elect to retain title to inventions made in the performance of the contract. Patent and invention rights will be governed by DEAR 970.5227-12.

### **L.35. LIST OF SECTION L ATTACHMENTS**

Attachment L-1 – Past Performance Reference Information Form  
Attachment L-2 – Past Performance Cover Letter and Questionnaire  
Attachment L-3 – Performance Guarantee Agreement  
Attachment L-4 – Workforce by Appointment Category  
Attachment L-5 – List of Contracts Terminated for Default  
Attachment L-6 – Cost and Fee Proposal Worksheets  
Attachment L-7 – Cost Assumptions  
Attachment L-8 – List of DOE Contracts  
Attachment L-9 – SR 383 – DOE-SR FOCI Submission

## Attachment L-1: Past Performance Reference Information Form

*(Completed Form limited to five pages per reference contract. If the reference contract is/was a subcontract to a prime contract, the information contained within this L-1 form shall only pertain to the subcontract information.)*

### Past Performance Reference Information Form

|   |   |
|---|---|
| 1. <u>Name</u> and <u>DUNS #</u> of Offeror Submitting Proposal:  |   |
| 2. <u>Name</u> and <u>DUNS #</u> of Company for which L-1 Form is being submitted:  |   |
| 3. Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):   |   |
| 4. <u>Name</u> and <u>DUNS #</u> of Entity Reference Contract Was Awarded To: (if the Entity was made up of member companies, provide the applicable member company's name and DUNS # as well)  |   |
| 5. Reference Contract <u>Number</u> :<br>Reference Contract <u>Title</u> :  |   |
| 6. Reference Contract Available in CPARS (i.e., <u>Yes/No</u> ):  |   |
| 7. Reference Contract Client Point of Contact:<br>*The reference point of contact must include the Contracting Officer (or equivalent), and may also include the Project Director or Contracting Officer's Representative (or equivalents). | Name:<br>Title:<br>Telephone:<br>Email:<br>Address: |
| 8. Reference Contract Period of Performance:  |   |
| 9. Reference Contract Start Date:   |   |
| 10. Reference Contract Completion/Termination Date:   |   |
| 11. Reference Contract Type (e.g., FP, T&M, CPFF, CPIF, CPAF, etc.):  |   |
| 12. Reference Contract Total Value and Approximate Average Annual Value (separately list fee if cost-type):   |   |
| 13. Reference Contract Value Performed To Date (Insert the final sum of all invoices, or the  |   |

**Past Performance Reference Information Form**

|  |  |
|--|--|
| <i>sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date):</i>   |  |
| 14. Portion (%) of work Company (identified in #2) is proposed to perform on the SRNL M&O contract:  |  |
| 15. Scope Company (identified in #2) is proposed to perform on the SRNL M&O contract. List applicable SOW elements:  |  |
| 16. Scope Company (identified in #4) performed on Reference Contract:  |  |
| 17. Complexity Company (identified in #2) is proposed to perform on the SRNL M&O contract:   |  |
| 18. Complexity of work Company (identified in #4) performed on Reference Contract:   |  |
| 19. Safety statistics: provide Days Away, Restricted or Transferred and Total Recordable Case (TRC) rates and hours worked for the company (identified in #4) on the Reference Contract by Government Fiscal Year (GFY) completed within the last 3 years from the original solicitation issuance date:  |  |
| 20. For the Reference Contract, identify any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments (EA) website ( <a href="https://energy.gov/ea/information-center/enforcement-infocenter">https://energy.gov/ea/information-center/enforcement-infocenter</a> ) within the last 3 years from the original solicitation issuance date and corrective actions taken to resolve those problems: |  |
| 21. Was the reference contract awarded to an affiliated company (see definition of “affiliates” at FAR 2.101) of the entity for which the L-1 form is being submitted  |  |

**Past Performance Reference Information Form**

|   |  |
|---|--|
| <p>(identified in #2)? (Yes/No) If the name and/or DUNS are different than the entity identified in #2, explain the relationship (e.g., self, subsidiary, parent, etc.).</p> <p>If “yes”, the Offeror shall describe the resources of the parent, member, or affiliated company that will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance.</p> <p>If a common parent company is being used to establish the nexus between the Offeror and an affiliated company, then the Offeror must describe how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.</p> <p>If the Offeror identifies past performance information for predecessor companies that existed prior to any mergers or acquisitions, the Offeror shall demonstrate such performance reasonably can be predictive of the Offeror’s performance.</p> |  |
| <p>Note: The Offeror may amend the format for Attachment L-1, <i>Past Performance Reference Information Form</i>, as long as the exact information, font and size (per DOE-L-2001), and page limitations are followed. Also, the information contained in the Offeror’s submitted L-1 forms shall be consistent with the information contained in other sections of the Volume II proposal.</p>   |  |

## **Attachment L-2: Past Performance Cover Letter and Questionnaire**

Past Performance Cover Letter for \_\_\_\_\_

Dear “Client”:

We are currently responding to the Department of Energy (DOE) Request for Proposals No. 89303320REM000063, Savannah River National Laboratory Management & Operating procurement at the Savannah River site.

The solicitation places emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries.

We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten (10) calendar days.

**YOU ARE HIGHLY ENCOURAGED TO EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:**

Email Address: SRNL@emcbc.doe.gov

If you are unable to scan and email a copy, it can be mailed to the following address:

U S. Department of Energy  
Attention: Travis Marshall, Contracting Officer  
Address: EM Consolidated Business Center  
550 Main Street  
Cincinnati, OH 45202

If mailing, please mark the envelope:

“SOURCE SELECTION INFORMATION - SEE FAR 3.104” “TO BE OPENED ONLY BY THE CONTRACTING OFFICER”

## Past Performance Questionnaire

### A. Referenced Contract and Client Information

#### Referenced Contract and Client Information

|   |  |
|---|--|
| <b>Name of Company Being Evaluated:</b>   |  |
| <b>Contract Number and Title Being Evaluated:</b>   |  |
| <b>Assessment Period for which PPQ covers Company's performance:</b>  |  |
| <b>Evaluator's Name:</b>  |  |
| <b>Evaluator's Address:</b>   |  |
| <b>Evaluator's Phone &amp; Email:</b>   |  |
| <b>Evaluator's Organization:</b>  |  |
| <b>Evaluator's role in the management of the contract*:</b>   |  |
| <p><i>* The reference point of contact completing and submitting the questionnaire must be the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office. Only one questionnaire should be submitted per contract reflecting a coordinated response.</i></p> |  |

### B. Rating Scale and Definitions

#### Rating Scale and Definitions

| Rating      | Definition  | Note   |
|-------------|---|--|
| Exceptional | Performance meets contractual requirements and exceeds many to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective. | To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been no significant problems identified. |
| Very Good   | Performance meets contractual requirements and exceeds some to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.       | To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant problems identified.   |

### Rating Scale and Definitions

| Rating         | Definition  | Note   |
|----------------|---|--|
| Satisfactory   | Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.  | To justify a Satisfactory rating, there should have been only minor problems, or major problems the Contractor recovered from without impact to the contract/order. There should have been NO significant problems identified.<br><br>Note: The Contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.  |
| Marginal       | Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented. | To justify Marginal performance, identify a significant event in each category that the Contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).   |
| Unsatisfactory | Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.  | To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the Contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters). |

### C. Assessment Areas

Please provide explanatory narratives to support your ratings.

#### 1. Quality of Product or Service

Example: How well did the Contractor provide services that met the terms of the contract? How technically accurate were the Contractor deliverables? What was the quality level of the Contractor deliverables? How well did the Contractor perform the contract services in a safe manner?

| ○           | ○         | ○            | ○        | ○              | ○              | ○           |
|-------------|-----------|--------------|----------|----------------|----------------|-------------|
| Exceptional | Very Good | Satisfactory | Marginal | Unsatisfactory | Not Applicable | Do Not Know |

Supporting Narrative:



## 2. Schedule Compliance

Example: How well did the Contractor provide timely services in accordance with contract schedules? How well did the Contractor take measures to minimize delays that were within its control?

| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Exceptional           | Very Good             | Satisfactory          | Marginal              | Unsatisfactory        | Not Applicable        | Do Not Know           |

Supporting Narrative:

## 3. Cost Control

Example: How well did the Contractor control its costs?

| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Exceptional           | Very Good             | Satisfactory          | Marginal              | Unsatisfactory        | Not Applicable        | Do Not Know           |

Supporting Narrative:

## 4. Business Relations

Example: How well did the Contractor interface with you to address requests, complaints, and inquiries? If given the choice, would you select this Contractor again to perform your required services?

| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Exceptional           | Very Good             | Satisfactory          | Marginal              | Unsatisfactory        | Not Applicable        | Do Not Know           |

Supporting Narrative:

## 5. Management of Key Personnel/Staffing

Example: How well did the Contractor allocate the appropriate personnel resources to meet customer needs? How well did the Contractor provide staff on short notice for quick turnaround of personnel?

|             |           |              |          |                |                |             |
|-------------|-----------|--------------|----------|----------------|----------------|-------------|
| ○           | ○         | ○            | ○        | ○              | ○              | ○           |
| Exceptional | Very Good | Satisfactory | Marginal | Unsatisfactory | Not Applicable | Do Not Know |

Supporting Narrative:

## 6. Utilization of Small Business

Example: How well did the Contractor allocate subcontracting opportunities to small businesses?

|             |           |              |          |                |                |             |
|-------------|-----------|--------------|----------|----------------|----------------|-------------|
| ○           | ○         | ○            | ○        | ○              | ○              | ○           |
| Exceptional | Very Good | Satisfactory | Marginal | Unsatisfactory | Not Applicable | Do Not Know |

Supporting Narrative:

## 7. Regulatory Compliance

Example: How well did the Contractor comply with all terms and conditions in the contract relating to applicable regulations and codes considering compliance with financial, environmental, safety, and labor regulations as well as any other reporting requirements.

|             |           |              |          |                |                |             |
|-------------|-----------|--------------|----------|----------------|----------------|-------------|
| ○           | ○         | ○            | ○        | ○              | ○              | ○           |
| Exceptional | Very Good | Satisfactory | Marginal | Unsatisfactory | Not Applicable | Do Not Know |

Supporting Narrative:

We greatly appreciate your time and assistance in completing this questionnaire.

**Additional Comments:**

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### **Attachment L-3: Performance Guarantee Agreement**

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract [TBD] for the (Contract) dated [TBD], by and between the Government and \_\_\_\_\_ (Contractor), the undersigned, \_\_\_\_\_ (Guarantor), a corporation incorporated in the State of \_\_\_\_\_ with its principal place of business \_\_\_\_\_ hereby unconditionally guarantees to the Government:

- (a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and
- (b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and
- (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or

instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

- (i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or
- (ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

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Date

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Name of Corporation

---

Name and Position of Official Executing Performance Guarantee  
Agreement on Behalf of Guarantor

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Attestation Including Application of Seal by an Official of Guarantor  
Authorized to Affix Corporate Seal

### Attachment L-4: Workforce by Appointment Category

| APPOINTMENT CATEGORY        | SRNL POPULATION |
|-----------------------------|-----------------|
| Full-Service                | 984             |
| Fixed Term                  | 8               |
| Limited Service & Temporary | 11              |
| <b>TOTAL</b>                | <b>1,003</b>    |
|                             |                 |
| Joint Appointments          | 1               |

\*Includes Clerical Assistants and Student Assistants

#### TYPES OF APPOINTMENTS

**Employee, Full-Service** - Employee on the active payroll who is scheduled to work 20 or more hours per week, and who is hired to fill a permanent job vacancy.

**Full-time employees** are full-service employees, averaging a minimum of 40 hours per week.

**Part-time employees** are full-service employees scheduled to work between 20 and 36 hours per week.

**Employee, Fixed Term** - An employee assigned for a period up to one year with up to two renewal periods, with a total period of employment not to exceed three years.

Regular and Fixed Term *full-time* employees are eligible for all benefits offered by the Laboratory, subject to the terms, conditions, and limitations of each benefit program.

Regular and Fixed Term eligible *part-time* employees' benefits are prorated according to official work schedule (policy 2-3 Attachment 8.2). Regular and Term eligible part-time employees are eligible for all benefits available to full-time employees with the exception of payment for time not worked for doctor/dentist visits.

**Employee, Limited-Service** - Employees hired to accomplish tasks that require personnel on a casual or temporary basis for a period of time not to exceed 364 calendar days or less than 1000 hours in a 365 period. LSEs are eligible for paid sick leave per DOE Executive Order (EO) 13706, Paid Sick Leave for Federal Contractors. LSEs and their dependents are eligible to enroll in the Basic Medical Plan at the same employee cost as Full-Service employees.

**Employee, Temporary** - An employee within this classification is appointed for a specified period of time less than 6 months.

Temporary *full-time and part-time* employees are eligible for the following benefits offered by the Laboratory, subject to the terms, conditions, and limitations of each benefit program: travel accident insurance, all statutory benefits, holidays and excused period

status. Temporary full-time employees are also eligible for sick leave accrued at a rate of 1- and 1/4-days credit for each full month of employment.



## Attachment L-5: List of Contracts Terminated for Default

**List of Contracts Terminated for Default**

| Client Name | Contract No. | Client Point of Contact | POC Information<br>(address, phone no.,<br>email address) | Performance<br>Period | Reason for<br>Termination |
|-------------|--------------|-------------------------|---|-----------------------|---------------------------|
|             |              |                         |   |                       |                           |
|             |              |                         |   |                       |                           |
|             |              |                         |   |                       |                           |

Note: Information shall only be provided for contracts terminated within the preceding 3 years from the date of the original solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract terminated for default, along with a brief description of the work. If the Offeror does not have any contracts/projects to report, a blank form shall be submitted stating such.

## **Attachment L-6: Cost and Fee Proposal Worksheets**

*(See separate file)*

### **Attachment L-7: Cost Assumptions**

- Assume program funding from all customers/sources = \$300M in FY21
- Assume \$80M direct dollars from EM available to the Laboratory in FY21 for Operations, Maintenance, and Infrastructure
- Assume all services currently provided by the Site M&O are available to the SRNL Contractor through Service Level Agreements
- Assume the workforce numbers found in Attachment L-4: Workforce by Appointment Category

### **Attachment L-8: List of DOE Contracts**

Instructions: The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide a listing of all DOE prime contracts (including NNSA) currently being performed and/or for contracts that were completed within the last 3 years from the original solicitation issuance date. If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), provided past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall also provide a list of DOE contracts for the predecessor companies. This includes contracts for which the Offeror was a member organization in a joint venture, LLC, or other similar entity as a prime Contractor to DOE. The below information should be provided for the entity to which the DOE prime contract was awarded, rather than a proposing entity under this solicitation. Also, this list shall only include DOE prime contracts performed by the proposing entity and any affiliate companies for which an L-1 form is submitted (including within LLC arrangements), and shall not include any contracts performed by other affiliates not otherwise performing any of the submitted L-1 reference contracts (if applicable).

|  |
|--|
| <b>a. Prime Contract Number:</b>                       |
| <b>b. Contract Title:</b>                              |
| <b>c. Prime Contractor Name:</b>                       |
| <b>d. Prime Contractor DUNS #:</b>                     |
| <b>e. LLC Member Name:</b>                             |
| <b>f. LLC Member DUNS #:</b>                           |
| <b>g. Period of Performance:</b>                       |
| <b>h. Contract Value:</b>                              |
| <b>i. Contract Description (brief; 1-2 sentences):</b> |
| <b>j. Contract NAICS:</b>                              |

**Attachment L-9: SR 383 – DOE-SR FOCI Submission**

*(See separate file)*